

2011 LPGA TOUR MEDIA CREDENTIAL TERMS AND CONDITIONS

Each individual or media organization issued an LPGA Tour media credential ("Credential"), and its employers, principals, agents, affiliates, subsidiaries, or assigns ("Media Member") is deemed to agree to the following Credential Terms and Conditions ("Terms"):

Eligibility; Authorization; Revocation

Each Media Member using a Credential represents that s/he is acting on a specific assignment for a newspaper, or for a press, news or photographic service (freelancers must be on specific assignment and submit original proof of assignment to the LPGA). Each Credential issued by the LPGA authorizes only the Media Member to use certain information gathered pursuant to the Credential (video, audio, photo, etc.). The LPGA may, in its sole discretion, grant or deny Credentials, or modify these Terms upon notice (which shall be effective immediately upon posting on www.LPGAMediaCredentials.com). The Credential is not transferable and may be revoked at any time.

Exclusive Media Rights; News Coverage

The LPGA retains exclusive media rights (including, but not limited to, rights in broadcast, cable, audio, home video, Internet, or such other recordings, tangible expressions, accounts or descriptions, now known or hereafter devised) to all LPGA tournaments. The use, account, description, picture, photograph, video, audio, reproduction, or other information acquired on LPGA tournament site other than for news coverage (defined as the description or depiction of newsworthy events or information) is **strictly prohibited** (For avoidance of doubt, Media Member shall not use any content described above in any commercial manner), except:

- (a) With the prior written consent of the LPGA; or
- (b) Where the Media Member represents an established wire and news service whose business is to distribute news information to other news organizations for redistribution to various other news organizations.

As exclusive media rights holder and in exchange for access granted by the Credential, the LPGA shall:

- (a) Have the right to purchase prints of any published photographs taken by Media Member in connection with the Credential, at the best financial terms offered to third parties;
- (b) Subject to Media Member's prior consent, obtain an unlimited, perpetual, non-exclusive license from Media Member, at no additional charge, to use the published photographs for non-commercial worldwide promotion of LPGA. For avoidance of doubt, such license shall be for the LPGA solely and not extend to any other third party;
- (c) Have the right to receive copies of any audio or video footage shot at the tournament (golf action or other footage) or during the tournament week (i.e., Monday – Sunday, or the conclusion of the tournament, if later than Sunday). If such audio/video is available electronically, Media Member shall send it to the LPGA electronically at no charge, upon request. If such audio/video is not electronically available, the LPGA will pay industry standard copying and shipping costs for all such requests.

Unless otherwise permitted by Media Member, the LPGA will not distribute reproductions of the photographs published by Media Member or grant permission to or attempt to license such reproduced photographs.

Proprietary Rights

The LPGA is the exclusive owner of any and all of its intellectual property rights, including, without limitation, trademarks, copyrights, and other proprietary rights. However, each Credential authorizes Media Member to use LPGA trademarks in its news coverage of the LPGA and its tournaments. The Media Member is not authorized to use such trademarks in non-news contexts, specifically, for commercial purposes, unless a separate license is obtained from the LPGA. Use of the Credential does not grant Media Member rights to use tournament trademarks and/or any other third party trademarks. Media Member is responsible for obtaining all necessary licenses, consents or releases permitting the use of any third party's proprietary material, however denominated, included in any photograph taken, or other material obtained, in connection with the Credential.

Web site; Scoring

Online tournament coverage (including, without limitation, streaming video, digital images, real-time audio, play-by-play, statistics, or other recording or description of the tournament, whether now known or hereafter devised) may not be and must not purport to be live, play-by-play, hole-by-hole, or real-time coverage. Scoring and statistical information may only appear in the news portion of the Media Member Web site solely in connection with its regular golf coverage in the following manner:

- (a) After such information is posted on LPGA.com;
- (b) 30 minutes after the actual occurrence of the shots (except to report on the occasional and significant historic event); or
- (c) After such information is legally available as public information.

The above limitation shall not apply to internal transmissions between Media Member and its principals, agents, or employees.

Video/Audio and Other Non-Text Content

Media Member may transmit, display, or aid in transmitting or displaying, any non-text content (i.e., expression, description, depiction, or other account, now known or hereafter devised, in any format other than print) concerning or in any way relating to the LPGA tournaments or related events for news coverage purposes, only if Media Member complies with the following:

- (a) When submitting a request for a Credential, Media Member shall indicate in the Credential application his/her/its intent to transmit or display non-text content, and such intent has been approved via prior written notice by the LPGA;
- (b) Any non-text accounts (excluding photographic images) captured on the tournament site and carried in a regularly scheduled television program may only be used within 48 hours after the conclusion of the tournament and may be no longer than 3 minutes in length;
- (c) Any non-text account (excluding photographic images) captured on tournament site may not be distributed on an online platform unless approved in writing by the LPGA;
- (d) Use of non-text content shall not have any sponsorship or advertising integrated with or around the content in such a way that implies an endorsement or sponsorship relationship between the LPGA and another third party, unless otherwise approved by the LPGA's express prior written consent;
- (e) Online non-text content (excluding photos) shall not be archived for more than 48 hours after the conclusion of the tournament, and shall be accompanied by links back to LPGA.com, pursuant to the LPGA Web site Terms and Conditions available at LPGA.com;
- (f) No action footage from the day's play may be aired until that day's television coverage has concluded or prior to the conclusion of the current day's official LPGA event broadcast in the country in which the tournament is being played ("Embargo Period"). Note that, upon request by a broadcaster in a country other than where the tournament is taking place, LPGA may extend the Embargo Period in writing;
- (g) Television, radio and Internet reports shall be used solely in connection with regularly scheduled programming; and
- (h) Photo galleries must be limited to a reasonable number of LPGA photos, but may be archived.

Furthermore, Media Member agrees and acknowledges that non-text content:

- (a) Shall not be sold or licensed by anyone other than the LPGA; and
- (b) Shall not include live or tape-delayed transmissions of any portion of any LPGA tournament or related events (except taped highlights for news coverage).

Any and all other uses of non-text content are strictly prohibited without the prior written approval of the LPGA (even if the planned use is newsworthy).

To secure a license for non-text accounts and inquire about associated licensing fees, contact Sandi Higgs, Senior Director of Television and Emerging Media, at Sandi.Higgs@lpga.com.

Use of Image/Likeness

In the event that the name or likeness of any Media Member using this Credential is included in any broadcast, telecast, photograph, film, video or other media taken in connection with the LPGA tournaments and other events, such Media Member grants the LPGA a non-exclusive, transferable, perpetual right and license to use such name and likeness in any media worldwide, whether now known or hereafter devised.

Assumption of the Risk; Release

The Media Member assumes all risk and danger incidental to the game of golf, as well as any risk or danger reasonably foreseeable while on the grounds of the tournament site (including, without limitation, being struck by misdirected golf balls or golf carts and any falls on the golf course and surrounding areas) and releases the LPGA, its employees, members, directors, officers, its sanctioned tournaments and host sites, title sponsors, participating players, volunteers, assigns, and all agents thereof ("Releasees"), from any and all liabilities resulting from injuries or personal property loss occurring before, during or after actual play, or while otherwise on tournament site.

Indemnification

The Media Member shall jointly and severally indemnify, defend and hold the Releasees harmless from and against any and all claims, actions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs of suit/arbitration) arising out of or in connection with any act or omission of by Media Member, including, without limitation, Media Member's breach of any term of this Credential. With respect to any claim that might give rise to liability of the Media Member as an indemnitor, the LPGA shall (a) have the right to fully participate in the litigation of such claim with counsel selected by Media Member, and approved by the LPGA, at the Media Member's sole expense; and (b) not be obligated, without its consent, to participate in any settlement of such claim.

Choice of Law

In case of any dispute regarding the terms and conditions of this agreement, New York law will apply, without regard to choice of law principles.

Agreement on Regulations

Each Media Member who seeks a Credential must agree to these regulations. All Media Members who wish to access an LPGA tournament must submit an application that is signed by both the Media Member and his/her editor.